

## **REMARKS**

Claims 51-53, 55-62 and 118-125 are pending. Claims 51, 121 and 122 have been amended. Claim 54 has been canceled, and new claims 123-125 have been added. Applicants respectfully request reconsideration of the claims in view of the above amendments and the following remarks.

### **Summary of Examiner Interview**

Applicants acknowledge with appreciation the courtesy of a telephonic interview on December 14, 2009 with Examiner Ernst Arnold to discuss the Office action of October 9, 2009. Applicants were represented by Robert Asher and Geoffrey Williamson. Counsel discussed with the Examiner the limitation of claim 51 requiring a film in removably attached contact with a pattern of adhesive. Counsel asserted that the medicated reservoir **12** is not in contact with adhesive **22** as required by the claims. Examiner Arnold insisted that “contact” could be interpreted more broadly than direct contact and was uncomfortable with Applicants’ distinction.

Counsel and the Examiner also discussed the limitation of claim 51 requiring “segmenting the film attached to the support substrate into an array of discrete film segments attached to the support substrate.” Counsel emphasized that according to the claims the substrate had to have the array attached thereto. The examiner took the position that a substrate cut into several pieces each with one film segment constituted an array of film segments attached to the substrate. Counsel and the Examiner could not come to agreement as to the respective claim interpretations.

### **Claim Amendments**

In an interview summary dated December 16, 2009, the Examiner noted that the claims were not limited to specify whether “direct contact” or “indirect contact” was required. In order to expedite prosecution, Applicants have amended claims 51, 121 and 122 to require “removably attached direct contact.” While Applicants are unsure what

meaning “indirect contact” would have in the context of the specification, in Applicants’ view “direct contact” has the same meaning and scope as the previously claimed “contact.” The amended language of claim 51 is thus supported in the specification, for example at Fig. 1B and paragraph [0036] which illustrate and describe a film in direct contact with a pattern of adhesive. The amended language of claims 121 and 122 is supported in the specification, for example at Fig. 2C and paragraph [0041] which illustrate and describe film segments in direct contact with a support substrate.

### **The Cited Prior Art Does Not Meet The Claim Limitations**

Lee lacks the film in direct contact with the pattern of adhesive. The office action points to an embodiment of Lee, shown in Lee’s Fig. 2, as anticipating Applicants’ claim 51. The identified embodiment of Lee includes an adhesive overlay (element 22), and a medicated reservoir (element 12), which are completely separated by a backing layer (element 14). As Lee recites, “[b]acking layer **14** is preferably slightly larger than reservoir **12**, and in this manner prevents the materials in reservoir from adversely interacting with the adhesive in overlay **22**.” Thus, Lee makes clear that the medicated reservoir is not in direct contact with the adhesive overlay, and indeed the cited portion of Lee shows that it is by explicit design that these elements are not in direct contact.

Additionally, Lee lacks an array of film segments on the support substrate. Lee fails to disclose “segmenting the film attached to the support substrate into an array of discrete film segments attached to the support substrate,” as required by Applicants’ claims 51, 121 and 122. The cited claim language clearly requires that a plurality of film segments (“an array”) resides together on a single substrate (“attached to the support substrate”). Lee discloses providing a film attached to a substrate and cutting both the film and the substrate, resulting in a plurality of final substrates, each final substrate having exactly one film segment. Applicants’ claim language, however, requires segmenting the film, resulting in an array of film segments on the substrate. Lee does not disclose a process by which segmenting a film results in any identifiable substrate having the claimed array of film segments thereon. In particular the substrate to which the film

was attached before segmenting is cut to pieces by Lee and never bears the required array. For this reason, Lee does not anticipate any of claims 51, 121 and 122.

Because, as shown above, the prior art of record does not disclose or suggest a method of holding an active agent-containing composition having the claimed features, independent claims 51, 121 and 122, as well as claims 52, 53, 55-62, 118-120 and 123-125 which depend from claims 51, 121 and 122 are allowable over the prior art of record.

### **The New Claims Are Further Differentiated From The Prior Art**

New claims 123-125 requires that segmenting the film includes kiss-cutting the film. The new claim language is supported in the specification, for example in paragraph [0038] (“In a particular segmenting process, kiss-cutting of the film is performed”). As paragraph [0038] further explains, “[k]iss-cutting involves making cuts that penetrate the film **100**, while not penetrating the support substrate **100**.”

The additional requirements of claims 123-125 further distinguish the claim from Lee. Lee does not disclose kiss-cutting film on a substrate. Instead, Lee discloses cutting both a film and whatever substrate(s) to which the film may be laminated, so as to produce discrete discs. Lee, col. 9, lines 10-23. Thus Lee not only fails to disclose kiss-cutting film on a substrate, but Lee teaches away from kiss-cutting. Whereas kiss-cutting involves “making cuts that penetrate the film, while not penetrating the support substrate,” Lee specifically teaches cutting the support substrate and the film together.

### **Conclusion**

All pending claims are believed to be in condition for allowance. Applicants respectfully request early allowance of the application. In the event that the Examiner disagrees, Applicants request that the Examiner contact the undersigned, Geoffrey L. R. Williamson. Moreover, in such case, the Examiner is respectfully requested to enter the present amendment so that the issues of claim interpretation described above may be considered on appeal.

Applicants do not believe any extension of time is required for timely consideration of this response. In the event that an extension has been overlooked, this conditional petition of extension is hereby submitted. Applicants request that deposit account number 19-4972 be charged for any fees that may be required for the timely consideration of this application.

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Respectfully submitted,

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